

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Abbreviated Dispute Resolution Petition :
of Cavalier Telephone Mid-Atlantic, : Docket No. P-00001852
LLC For Resolution of Disputed Issues :
with Verizon – Pennsylvania Inc. :

**PANEL REBUTTAL TESTIMONY
OF VERIZON PENNSYLVANIA INC.**

Witnesses:

**Lynelle J. Reney
Bruce D. Lear**

January 12, 2001

1 **I. INTRODUCTION**

2 **Q. Please introduce the Panel and describe the qualifications of the Panel**
3 **members.**

4 A. This panel consists of Lynelle J. Reney and Bruce D. Lear.

5 Ms. Reney has nearly 17 years experience with Verizon and the former
6 NYNEX and Bell Atlantic companies. Her business address is 125 High Street,
7 Floor 12, Boston, Massachusetts. In that time, she has held a variety of positions
8 in Real Estate, Corporate Services, and other groups.

9 From April of 1997 to April of 2000, she was a senior specialist for
10 Collocation Project Management where she managed all tasks necessary to
11 construct and turn up collocation arrangements in the former Bell Atlantic
12 jurisdictions. During that time frame she worked closely with Regulatory,
13 Product Management, Engineering and Operations in the development and
14 deployment of collocation products and services and also acted as the single point
15 of contact for assigned customer base on all collocation related issues. In her
16 current capacity as Director of Collocation for Verizon East (the former Bell
17 Atlantic jurisdictions), Ms. Reney is responsible for overseeing all functions
18 related to collocation application receipt and processing (including issuing
19 acknowledgement letters, cost/schedule letters and notifications to CLECs). In
20 addition, Ms Reney is responsible to oversee the billing for all collocation
21 arrangements and augments.

22 Mr. Lear is the Product Line Manager for Collocation for the former Bell
23 Atlantic jurisdictions. He has 32 years of telecommunications experience with

1 Bell Atlantic and the C&P Telephone Companies, during which time he has held
2 a variety of positions of increasing responsibility in Network Operations. Prior to
3 his current assignment, Mr. Lear served as the Service Manager for Competitive
4 Access Providers (“CAPS”) and CLECs in the former Bell Atlantic South
5 jurisdictions, and has served as the customer advocate for both CAPS and CLECs
6 interconnecting to Verizon.

7 Mr. Lear has been in his current position since January 1996. In this
8 capacity, he is directly involved with the negotiation of interconnection
9 agreements and the development of service offerings and tariff filings specific to
10 collocation tariffs in the states and at the FCC.

11 **Q. What is the purpose of this testimony?**

12 A. This testimony responds to the testimony of Melissa Hupe and Martin W. Clift, Jr.
13 submitted in this docket on behalf of Cavalier Telephone Mid-Atlantic, LLC
14 (“Cavalier”) on December 29, 2000.

15 **Q. Mr. Clift states that there are two issues in this case – when Verizon**
16 **Pennsylvania Inc. (“Verizon PA”) should begin to charge Cavalier for power**
17 **and for how much power it may charge Cavalier. (Clift at 2). Is this an**
18 **accurate summary of the issues?**

19 A. Yes. Cavalier does not want to pay for the DC power it orders until it chooses to
20 install equipment in its collocation arrangement, even though this may be (and
21 often is) many months after Verizon PA has made available the space and
22 provisioned the power capacity that Cavalier ordered, and despite that Verizon PA
23 incurs costs well before Cavalier installs its equipment.

1 In addition, Cavalier wants to pay for less power than it orders, *i.e.*, for the
2 power from only one of the two feeds it orders (or two of the four), even though
3 Verizon PA's approved tariff specifically indicates that Verizon PA bills CLECs
4 for the total power feeding a collocation arrangement. Tariff 218, Section 2.I.1.d.

5 Cavalier's unsupportable positions are nothing more than a blatant attempt
6 to avoid paying for the power it orders after Verizon PA has delivered that power
7 to the completed collocation arrangement, and to leave Verizon PA unable to
8 recover costs it incurs in a timely manner.

9 **II. VERIZON PA APPROPRIATELY BILLS FOR DC POWER.**

10 **A. Preliminary Issues**

11 **Q. Is there currently a collocation proceeding pending before Judge Marlane**
12 **Chestnut?**

13 A. Yes. Verizon PA and several CLECs have been litigating a number of collocation
14 issues involving Verizon PA's collocation tariff for over one year in Docket Nos.
15 R-00994697 and R-00994697C0001. Collocation power charges are specifically
16 being addressed there. The Commission should not allow Cavalier to institute
17 another proceeding and raise the very same issues. The fact that Cavalier chose
18 not to participate in that proceeding is no excuse. Cavalier is an established
19 CLEC and has known for over a year that it intended to attempt to enter the
20 Pennsylvania local exchange market, and it should have participated in the
21 collocation docket if it had concerns.

1 **Q. Did any party to the collocation docket raise the issue of when Verizon PA**
2 **may begin to charge CLECs for power?**

3 A. No. Significantly, *no* party participating in the collocation docket argued, as
4 Cavalier argues here, that Verizon PA should not be permitted to charge for
5 power it provides until the CLEC installs its equipment. This demonstrates that
6 Cavalier's tortured reading of Verizon PA's collocation tariff is incorrect and
7 exists only in its own mind.

8 **Q. Did any party to the collocation docket raise the issue of whether or not**
9 **Verizon PA may charge for back-up power?**

10 A. Yes.¹ This issue was raised during settlement discussions in the collocation
11 docket.² The parties were unable to resolve the issue by November 8, 2000,
12 which was the date by which Judge Chestnut required the parties to submit the
13 collocation settlement. The parties agreed, however, to continue discussing the
14 back-up power issue. If the parties in Docket No. R-00994697 are unable to
15 resolve the issue, the parties have agreed to ask Judge Chestnut to issue a
16 recommended decision on it.

17 For this reason, Cavalier's complaints should be dismissed. Cavalier
18 either chose not to participate or failed to intervene on a timely basis in the

¹ Verizon PA notes that Cavalier has completely misstated the nature of this issue, as discussed below. In fact, given Cavalier's misstatements, Verizon PA doubts that Cavalier is using back-up power in the manner it alleges. Moreover, Cavalier certainly has not provided any evidence to support its claim that it uses one feed solely for back-up power.

² Verizon PA did not raise this issue in its Answer to Cavalier's Complaint because Cavalier has completely changed its story. In its Complaint, Cavalier stated that it asked Verizon PA to provision only two, 30 amp circuits, but that Verizon PA gave it four, 30 amp circuits. We have been told that in conversations with Cavalier subsequent to the submission of its Complaint, Cavalier repeated its claim that Verizon PA had provided too many power feeds. Cavalier said nothing about back-up power in its Complaint or in subsequent conversations. Cavalier now seems to be alleging – although the testimony is conflicting – that Verizon PA provided the correct number of power feeds (four), but that Verizon PA

1 collocation docket, and is using this proceeding to make an end-run around the
2 Commission's proper procedures by instituting a new proceeding on the same
3 issues.

4 **Q. Can Cavalier join the settlement discussions going on the collocation docket?**

5 A. Although this Panel is not comprised of lawyers and is not generally familiar with
6 the Commissions' intervention procedures, that would seem to make the most
7 sense. Cavalier should join the settlement discussions on the back-up power
8 issue, rather than waste the Commission's time and resources litigating the very
9 same issue Verizon PA is negotiating with other CLECs in another docket. If
10 Cavalier refuses to participate in these discussions and to withdraw its claims
11 here, then it is acting in bad faith and abusing the dispute resolution process.

12 **B. Verizon PA Appropriately Bills the CLECs for DC Power at the Time**
13 **the Collocation Arrangement is Completed.**

14
15 **Q. Cavalier witness Ms. Hupe describes the process by which CLECs obtain live**
16 **power from Verizon PA. (Hupe at 4-5). Is her recitation accurate?**

17 A. Yes. Ms. Hupe describes how Cavalier submits an application, meets with
18 Verizon PA to accept the completed arrangement, installs its equipment and then
19 receives live power. Her point is that CLECs do not obtain live power until they
20 install their collocation equipment. As she acknowledges, any other policy would
21 constitute a safety risk in the form of cables with live power dangling in a
22 collocation arrangement. (Hupe at 5). Nevertheless, as described below, Verizon
23 PA incurs power costs before the CLEC obtains "live" power.

should only charge it for two feeds. This is precisely the issue that is being litigated in the collocation docket.

1 **Q. In the course of her description, Ms. Hupe states that Verizon PA “controls**
2 **all deployment and implementation of DC power within collocation**
3 **arrangements in Verizon’s CO.” (Hupe at 5). Do you agree?**

4 A. Not at all. When Verizon PA turns over collocation space to a CLEC, it has
5 completed all work necessary to deliver DC power to the collocation arrangement,
6 and it is prepared to fuse power to the CLEC’s equipment immediately. The
7 CLEC determines when to meet with Verizon PA to do a walkthrough to inspect
8 and accept the collocation cage and when to install its equipment, and thus when
9 to ask Verizon PA to fuse the equipment. As described above, Verizon PA cannot
10 deliver live power until equipment is installed without creating an electrical safety
11 hazard.

12 Therefore, it is not until the CLEC agrees to meet with Verizon PA for the
13 walkthrough, decides to install its equipment and requests that the equipment be
14 fused that Verizon PA can actually place the fuse or activate a circuit breaker that
15 actually delivers live power to the CLEC equipment. CLECs like Cavalier are
16 entirely in control of the timing of the delivery of live power.

17 **Q. When does Verizon PA begin to charge CLECs for the DC power they order**
18 **to their collocation arrangements?**

19 A. Verizon PA’s tariff states that payment for a completed collocation arrangement
20 is due 30 days after the arrangement is complete.³ Indeed, Verizon PA assesses
21 other collocation charges at this time. Until recently, Verizon PA’s practice was
22 to begin assessing monthly charges after the CLEC accepted the collocation

1 arrangement because this almost always occurred within thirty days of the
2 CLEC's acceptance of the arrangement. Within the last year or two, however,
3 CLECs have started to order collocation arrangements, but then have failed to
4 schedule acceptance meetings. These collocation arrangements often sit empty in
5 Verizon PA's central offices for months after they are ready.

6 As a result, to ensure that Verizon PA recovers its costs on a timely basis,
7 Verizon PA elected to enforce its tariff language and begin to charge CLECs for
8 the space and power they order thirty days after the collocation space becomes
9 available. This enables Verizon PA to begin to recover the costs it has already
10 incurred on behalf of the CLECs.

11 **Q. How do CLECs know when their collocation space is ready?**

12 A. Two weeks before Verizon PA completes the arrangement, including provisioning
13 the power requested by the CLEC, Verizon PA sends the CLEC a letter informing
14 it that the collocation arrangement will complete shortly and asking it to contact
15 the Local Collocation Coordinator (a Verizon PA employee dedicated to their
16 collocation needs) to set up a Collocation Acceptance Meeting ("CAM") or
17 walkthrough of the collocation space. The purpose of this meeting is for the
18 CLEC to inspect the space, make sure it meets the requests the CLEC has made,
19 and for Verizon PA to turn the space over to the CLEC. Exhibit A shows the date
20 on which Cavalier was notified that each collocation arrangement it ordered
21 would be ready shortly.

22 **Q. What costs does Verizon PA's DC power rate recover?**

³ "The Telephone Company will render a final bill after completion of the Collocated Interconnection construction work. Payment is due within 30 days of the bill date." (Tariff 218, Section

1 A. Verizon PA's DC power rate recovers the costs to build the power plant necessary
2 to convert AC power to DC power and to deliver the power to the CLEC's
3 designated collocation space.⁴ It recovers the substantial investments Verizon PA
4 makes in the plant's components such as the batteries, rectifiers, cabling, cable
5 support, the battery distribution fuse bay ("BDFB"), the power distribution board
6 ("PDB"), etc.

7 In addition, as Verizon PA explained in the collocation docket, the
8 CLECs' requests for power have triggered the need for Verizon PA to build
9 additional power plant capacity, which is extremely expensive. Indeed, as Exhibit
10 B demonstrates, Verizon PA spent over three-quarters of a million dollars on just
11 three power plant builds which were required solely to meet CLEC requests.
12 These are real dollars that Verizon PA is entitled to recover from the CLECs.

13 **Q. How many physical collocation arrangements has Verizon PA completed for**
14 **Cavalier in Pennsylvania?**

15 A. Verizon PA has completed 51 physical collocation arrangements for Cavalier in
16 Pennsylvania, and has processed billing for all 51 locations.

17 **Q. How many of these cites did Cavalier accept?**

18 A. Cavalier accepted twenty-six of these arrangements pursuant to a CAM or
19 walkthrough. (Hupe at 7). Cavalier has not scheduled a CAM meeting as
20 required for the remaining arrangements. As discussed above, however, Verizon
21 PA, in accordance with its tariff, began billing for DC power after these
22 collocation arrangements were complete. Prohibiting Verizon PA from charging

2.B.5.b).

⁴

A settlement of the power rate, which is unopposed, is currently pending before ALJ Chestnut.

1 it for the power available to the other twenty-five sites would essentially permit
2 Cavalier to refuse to accept arrangements they requested, leaving Verizon PA to
3 eat the costs until such time as Cavalier determines it is ready to make use of the
4 arrangement. As Exhibit A⁵ shows, Cavalier often simply fails to schedule
5 CAMs. Cavalier has yet to schedule a walkthrough for twenty-nine of the offices
6 in which it ordered collocation, despite that it received a notification letter for
7 many of these sites in February and March of last year.

8 Without the ability to begin recovering its costs, Verizon PA would be left
9 without anyway to recoup the millions of dollars in capital investments made
10 solely to meet the CLECs' collocation requests. Verizon PA should not have to
11 deliver a product within a prescribed interval, incur all the capital expenses to
12 provide the product, and then be required to wait indefinitely to be reimbursed.

13 **Q. Does Cavalier have a habit of delaying occupancy after Verizon PA turns**
14 **their collocation arrangements over to them?**

15 A. Yes. Exhibit C to Ms. Hupe's testimony demonstrates this. Of the eighteen sites
16 currently being fed by live power, there is, on average, a five-and-one-half month
17 gap between Cavalier's acceptance of the collocation arrangements and when
18 Verizon PA actually places the fuse or activates the circuit breaker to begin
19 delivery of live power. Indeed for ten of these sites, Cavalier delayed drawing
20 live power for more than seven months. For an additional eight sites, Ms. Hupe's
21 chart demonstrates that Cavalier admits that it accepted the collocation
22 arrangements, but has yet to install equipment.

⁵ Exhibit A mirrors Exhibit C to Ms. Hupe's testimony but adds three columns of information.

1 Moreover, as Exhibit A to this testimony demonstrates, the gap between
2 when Verizon PA notifies Cavalier that its arrangements are ready and when
3 Cavalier is ready for the ultimate turn up of live power is even longer, often as
4 much as eight or nine months.

5 **Q. Ms. Hupe also claims that it did not accept seven sites because it had noted**
6 **power-related problems during the walk through. (Hupe at 7-8). Please**
7 **comment.**

8 A. As Ms. Hupe acknowledges, these exceptions were generally requests by Cavalier
9 to tag power cables or to re-stencil power-related information onto the BDFB
10 serving Cavalier's arrangements. None of these exceptions were service-
11 preventing or disruptive to Cavalier's ability to do business. Indeed, if they were,
12 Cavalier surely would not have accepted these arrangements, which it did in all
13 seven cases.⁶

14 **Q. Do you agree with Cavalier's claim that Verizon PA should not begin to**
15 **assess the monthly recurring charge for DC power until Cavalier's**
16 **equipment is fused? (Clift at 3-4; Hupe at 6).**

17 A. No, not unless the Commission's goal is to deprive Verizon PA of its right to
18 recover its costs in a timely manner. In Verizon PA's view, the appropriate time
19 to begin charging for DC power is when Verizon PA provides the CLEC the
20 capability to begin drawing power, which is at the time the collocation
21 arrangement is completed. Indeed, Verizon PA incurs costs for cabling, fusing,
22 power plant capacity, and so forth, despite the fact that the CLEC is not drawing

1 any power. Verizon PA should be able to recover these cost once they are
2 incurred.

3 As Verizon PA explained in its Answer to Cavalier's Complaint, by
4 contending that it should not have to pay monthly recurring charges for the back-
5 up DC power Verizon PA has provisioned to Cavalier's collocations spaces
6 unless and until its equipment is in and working in those spaces, Cavalier
7 apparently wants Verizon PA to subsidize its entry into the local exchange market
8 in Pennsylvania. Indeed, Cavalier believes that Verizon PA, not Cavalier, should
9 bear the risks and attendant costs if Cavalier does not capture the portion of the
10 market its strategists believe it will capture, and never installs and activates its
11 equipment in some or all of its collocation spaces. This is no different than
12 constructing an office for a business venture, and then insisting that the building
13 contractors wait until the business is operational before they get paid.

14 In other words, Cavalier is asking the Commission to permit it to order
15 large amounts of DC power from Verizon PA, which Verizon PA, by tariff, must
16 provision along with the other infrastructure for Cavalier's collocation spaces, but
17 then to allow Cavalier to walk away from paying for that power except where it
18 actually begins to operate in a collocation space, and then to pay charges only
19 when it starts operating. Such a position is plainly unfair to Verizon PA, contrary
20 to Verizon PA's collocation tariff, and contrary to Verizon PA's established
21 practice with other Pennsylvania facilities-based CLECs, all of which – unlike

⁶ These "exceptions" did not cause any material delay in Cavalier deploying their equipment. The purpose of the CAM is to identify any discrepancies that Verizon PA may not have identified prior to notification to the CLEC of the scheduled completion date.

1 Cavalier – have begun paying for DC power from the date their collocation spaces
2 were fully provisioned and turned over to them.

3 Cavalier should be forced to carefully assess its market entry strategy and
4 to determine where and when it will seek customers, and the expected volume of
5 those customers. Based on this market plan, it should determine how much power
6 it needs from Verizon PA and when it needs it. If Cavalier’s marketing plans do
7 not work out, Cavalier, not Verizon PA, should bear the costs. Indeed, in this
8 case, it appears that Cavalier jumped the gun and ordered too many collocation
9 arrangements and too much power to justify its immediate market entry.

10 **Q. Does Verizon PA’s collocation tariff support Cavalier’s position that power**
11 **should be billed only after Cavalier installs equipment in its collocation**
12 **arrangement?**

13 A. No, Cavalier’s interpretation of Verizon PA’s collocation tariff is absurd.
14 Verizon PA’s current tariff states Verizon PA will bill for the total amount of
15 fused amps the CLECs have the capability of drawing:

16 The Power Charge is a monthly recurring charge as set
17 forth in J. 1. following and applies for the -48V DC
18 protected power required by the CLEC equipment. The
19 power is assessed *per amp fused per feed* and will be based
20 on the total power feeding the collocation arrangement.
21 Tariff 218, Section 2.I.1.d.
22

23 Cavalier takes this to mean that Verizon PA can only begin charging CLECs for
24 power after the CLEC installs equipment in the collocation arrangements and live
25 power is actually fused to this equipment. (Clift at 2-3). This interpretation,
26 while creative, is ridiculous because, as described below, the term “fused amp”
27 refers to the *type* of power provided, not the timing of the charge. Moreover, the

1 tariff plainly provides that collocation charges – including power charges – apply
2 when the collocation space is ready. Tariff 218, Section 2.B.5.b.

3 **Q. What is the purpose of the language in Section 2.I.1.d, quoted above?**

4 A. This language distinguishes “load amps” from “fused amps,” and makes it clear
5 that the CLECs will be billed for total number of amps – fused amps – the CLEC
6 has the capability of drawing. For example, a CLEC may request 40 amps of
7 power to run its equipment. This is referred to as load amps. Consistent with
8 engineering practice, however, Verizon PA actually installs 1.25 to 1.5 times this
9 amount (*i.e.*, 60 amps) to account for potential surges in power. This extra power
10 is referred to as fused amps. Thus, under Verizon PA’s current tariff, Verizon PA
11 charges for the fused 60 amps, not 40 amps.

12 The tariff language quoted above has nothing to do with the timing of
13 billing for power. There is, therefore, no basis for Cavalier’s position that the
14 single word “fused” was meant to change Verizon PA’s well established policy of
15 charging for collocations costs – including power – as soon as the collocation
16 arrangements is completed.

17 **Q. Has any party to the collocation docket put forth this interpretation?**

18 A. No, not during the proceeding, or in the months of settlement negotiations that
19 followed. Those CLECs plainly understood and accepted Verizon PA’s
20 interpretation. In fact, as part of the settlement agreement reached in the
21 collocation docket, the word “fused” was deleted at the *CLECs’ request* because
22 Verizon PA agreed to begin charging for the number of load amps requested, not
23 the fused amount. This means that, under the tariff language agreed to in the

1 settlement, the very language Cavalier relies upon is deleted – again, not because
2 it refers to the *timing* of the charge, but because it clearly relates to the type of
3 power charge.

4 **Q. Please summarize Verizon PA’s position regarding the timing of billing for**
5 **DC power.**

6 A. Verizon PA properly bills the CLECs for DC power as soon as it completes the
7 collocation arrangement and the CLEC accepts it, or within 30 days notice of
8 completion of the collocation arrangement (whichever comes first). At this time,
9 *i.e.*, when the arrangement is completed, the CLEC has the capability of drawing
10 the power it has ordered from Verizon PA. Verizon PA should not be required to
11 bear the costs associated with a CLEC’s delayed market entry. Indeed, if the
12 Commission were to adopt Cavalier’s position, the CLECs would have the
13 incentive to over-order collocation and power because they would not have to
14 worry about paying for it unless and until they actually began using it. The
15 CLECs, not Verizon PA, should be required to bear their own market risks.

16 **C. Verizon PA Properly Charges for Back-up Power, and in Any Event,**
17 **It is Currently Negotiating a Resolution on This Issue with Other**
18 **CLECs in the Collocation Docket.**
19

20 **Q. Do you agree with Ms. Hupe’s description of back-up power?**

21 A. No. Ms. Hupe’s statement that the “A feed is the primary feed and the B feed is
22 the redundant feed” and that the B feed is only used in case of failure by the A
23 feed is inaccurate. (Hupe at 8-9). Verizon PA knows of no equipment being
24 collocated today that uses a second feed solely as back-up power. Cavalier,
25 moreover, has not demonstrated that its equipment has this capability.

1 **Q. How does Verizon PA provision power to CLECs?**

2 A. Verizon PA provides CLECs with an A feed and a B feed. The CLECs can draw
3 power from both feeds, so Verizon PA is entitled to charge for both feeds. Even
4 Mr. Clift recognizes that the A and B feeds may work in tandem in certain
5 situations. Mr. Clift further acknowledges that, on occasion, CLECs, including
6 Cavalier, do use the back-up power to provision service. (Clift at 5). Verizon PA
7 is therefore entitled to recover these costs.

8 Verizon PA’s collocation tariff plainly states that Verizon PA will charge
9 for *each feed*.⁷ Even Cavalier does not dispute this interpretation of Verizon PA’s
10 collocation tariff; it just disagrees with Verizon PA’s ability to charge on this
11 basis. Moreover, although we are not attorneys, Cavalier’s allegations on the
12 reasonableness of the tariff language – as opposed to Verizon PA’s interpretation
13 of the tariff – are not appropriate for a dispute resolution proceeding. Verizon PA
14 will address this issue in more detail in its briefs in this case.

15 **Q. Please respond to Ms. Hupe’s statement that Verizon PA has violated the**
16 **language in its collocation application stating that the CLEC is not “to add**
17 **together” requested amps. (Hupe at 8).**

18 A. Ms. Hupe’s point is unclear. In fact, there appears to be an inconsistency between
19 Ms. Hupe’s testimony and Mr. Clift’s testimony. On the one hand, Ms. Hupe
20 appears to be saying that Verizon PA provided Cavalier too many feeds or too
21 many amps. Mr. Clift, on the other hand, appears to be saying that Verizon PA
22 provisioned what Cavalier asked for, but that Cavalier should not have to pay for

⁷ “The power is assessed per amp fused *per feed* and will be based on the total power feeding the collocation arrangement.” Tariff 218, Section 2.I.1.d (emphasis added).

1 50% of the amps provisioned because they are used for back-up. (*See* Hupe at 8;
2 Clift at 5).

3 Ms. Hupe’s argument that Verizon PA provisioned too many amps is
4 plainly wrong.⁸ Cavalier apparently did not know what it was ordering and now
5 wants to blame Verizon PA. Verizon PA’s collocation application clearly
6 indicates that Verizon PA bills on the basis of the total power feeding the
7 arrangements, or the sum of all feeds. (See n.7, *supra*). The application instructs
8 CLECs to order the amount of power they want delivered to the A feed and to the
9 B feed and specifically, in bold, capitalized, conspicuous letters, instructs them
10 not to add together the amps they want on the A and B feed, but to list them
11 separately. As Ms. Hupe recognizes, the application states: “Note: Quantity of
12 ‘30’ equals 30 amps on A and 30 amps on B.” (Hupe at 8). Simply, the notation
13 “DO NOT ADD TOGETHER” informs CLECs that if they want 30 amps on each
14 feed, they should not write 60 amps, as this will instruct Verizon PA to provision
15 60 amps on each feed – not 60 amps total.

16 As Verizon PA explained in its response to Cavalier’s Interrogatory No. 4:
17 “Verizon includes the phrase “DO NOT ADD TOGETHER” to preclude CLECs
18 from over-ordering power. In the past, CLECs have combined the total load for
19 both the A and B feeds, leading Verizon PA to provision twice as much power as
20 the CLEC really needed. Thus, ‘DO NOT ADD TOGETHER’ instructs the
21 CLEC not to add the A load to the B load when ordering power.”

⁸ In addition, Cavalier stated in a data response that it only requested that Verizon PA provide “two 30-amp feeds for each bay of equipment installed.” Response of Cavalier to Verizon PA’s Data Request No. 2.

1 **Q. Do you agree with Cavalier’s interpretation of the collocation application**
2 **instructions?**

3 A. No. Ms. Hupe inexplicably interprets the phrase “DO NOT ADD TOGETHER”
4 as an instruction to Verizon PA. This makes no sense since the CLEC fills out the
5 application and thus is the only reasonable target for the instruction.

6 A sample collocation application submitted by Cavalier is attached as
7 Exhibit C. This application was submitted on December 1, 1999 for collocation
8 at Verizon PA’s central office in Ambler, Pennsylvania. Specifically, Cavalier
9 ordered 100 square feet of traditional, caged collocation space; five virtual
10 collocation racks; five SCOPE racks; and five CCOE racks. Section IV permits a
11 CLEC to specify its DC power requirements, and is reproduced below. (Items
12 filled in by Cavalier are designated in bold.)

| Type of Collocation | Number of DC Feeds (A&B) (Qty of ‘1’ equals one A&B feed pair) | | Number if AMPS Drain per Feed (Qty of ‘30’ amps equals 30 amps on A and 30 amps on B – Do not add together) | |
|----------------------|---|----------|--|-----------------|
| | Desire | Min | Desired | Min |
| Traditional Physical | 2 | 2 | 30 fused | 30 fused |
| Virtual Collocation | 2 | 2 | 30 fused | 30 fused |
| SCOPE | 2 | 2 | 30 fused | 30 fused |
| CCOE | 2 | 2 | 30 fused | 30 fused |
| Augment | 2 | 2 | 30 fused | 30 fused |

13
14 Thus, for the traditional physical arrangement, Cavalier ordered two pairs
15 of A and B feeds. As noted at the top of the second column, because a quantity of
16 “1” means one A and B feed pair, a quantity of “2” means two A feeds, and two B
17 feeds. The third column asks Cavalier to fill in the amps drain per feed. Here,
18 Cavalier indicated it wanted 30 amps, and as noted, this equates to 30 amps on the

1 A feed and 30 amps on the B feed. The fact that Cavalier wrote “30 fused” is
2 odd, given that the column heading asks for drain amps.

3 It is unclear why Cavalier thought that by requesting two A feeds and two
4 B feeds, all at 30 amps, they would only be charged for two 30 amp feeds. This
5 incorrect assumption contradicts the clear language of Verizon PA’s Tariff 218
6 that Mr. Clift quotes: “The power is assessed per amp fused per feed and *will be*
7 *based on the total power feeding the collocation arrangement.*” Tariff 218,
8 Section 2.I.1.d (emphasis added).

9 **Q. For what amount of power is Cavalier being billed?**

10 A. Ms. Hupe stated that Verizon PA charges it for 120 amps based on an application
11 like that depicted above. Although Verizon PA requests that CLECs provide load
12 amps on their collocation applications, in this case, Cavalier requested 30 fused
13 amps. This is what they were provided and billed for. Simply, Cavalier ordered
14 two A feeds and two B feeds, each with 30 fused amps, for a total fused amperage
15 of 120 amps. (Hupe at 8). This is what the bill reflects.

16 **Q. Please respond to Mr. Clift’s argument about back-up power.**

17 A. As discussed above, Mr. Clift’s claim that although Verizon PA should provision
18 all the feeds requested, Cavalier should not be required to pay for all of the amps
19 requested because 50% are being used as back-up power appears identical to the
20 back-up power issue raised by the CLECs in the collocation docket with the
21 notable exception that the collocation docket is *rate* proceeding to determine the
22 reasonableness of these tariff terms. The parties in that docket are currently
23 negotiating a resolution to this issue that would apply on a prospective basis.

1 Cavalier should join these settlement discussions, not litigate here. Indeed, it
2 makes far more sense to obtain an industry-wide consensus on the issue, rather
3 than force the Commission to issue a ruling in this isolated case. At a minimum,
4 the Commission should stay this issue until the settlement discussions in the
5 collocation docket are finished.

6 **Q. Does this conclude the Panel's testimony?**

7 A. Yes.